the stone furnished and the 5,000 yards referred to in the contract. *Ready* v. *J. L. Fulton Co.* (1904), — N. Y. —, 72 N. E. Rep. 317.

The controversy between the parties is whether the plaintiff is entitled to recover damages for the defendant's not having received stone to the amount of 8,000 yards, or whether the recovery should be limited to the portion of the 5,000 which the defendant refused to receive. The court below reached the conclusion that the defendant's liability under the agreement was governed, not by the language employed therein, but upon the theory that the stone to be furnished was required for some particular work. *Miller* v. *Leo,* 165 N. Y. 619, 59 N. E. 1226. The language of the contract does not import any particular work or particular condition to be performed by either the plaintiff or the defendant. The provision that, if more than 5,000 yards were required, notice was to be given, shows that the 3,000 yards were regarded by the parties as an extra amount which might or might not be required by the defendant. *Farquhar Co.* v. *New River Mineral Co.,* 87 App. Div. 329, 84 N. Y. Supp. 802. The intention derived from the language used, is to control in the construction of a contract, and when expressed in plain terms, the court will not presume that some other term was intended. *Pierce* v. *Merrill,* 128 Cal. 464, 61 Pac. Rep. 64.

CORPORATIONS—FRAUD OF DIRECTORS—RIGHTS OF STOCKHOLDERS.—Defendants caused articles manufactured by the American Decalcomania Company, of which they were directors, to be sold to the firm of Palm, Fechteler & Company, of which they were members, at a price much below actual cost, while a profit of twenty-five per cent was made on other sales. Plaintiffs, being stockholders, file a bill to obtain an accounting from defendants of their dealings with the American Decalcomania Company, and a decree for the amount which the company should have received. *Held,* that directors who participate in sales of the company's property to themselves may be required at the suit of stockholders to pay to the corporation the difference between what was paid in each instance, plus a profit to be determined by the facts in the case, when at the time of the institution of the suit, the corporation was in control of such directors from whom the complainants seek recovery. *Barry et al.* v. *Moeller et al.* (1904), — N. J. Eq. —, 59 Atl. Rep. 97.

In this case the same principles are involved as in contracts between corporations having common directors. For discussion see 3 MICH. LAW REV., 156. Also *Ward* v. *Davidson,* 89 Mo. 445; *Jameson* v. *Caldwell,* 25 Ore. 199; *Redhead* v. *Driving Club,* 148 N. Y. 471.

CRIMINAL LAW—HABEAS CORPUS—WAIVER OF OBJECTIONS AS TO THE LEGALITY OF TRIAL COURT.—Petition for habeas corpus to be released from the chain gang of Monroe County. Plaintiff was tried and convicted, without objecting at the time, by a judge receiving compensation from fines imposed upon those convicted in his court. After seven months from the sentence, plaintiff sets up that the court was illegally constituted because public policy and § 4045 of the Code forbid judges to sit in any case in which they are pecuniarily interested. *Held,* that plaintiff, by going to trial without objec-